ATTACHMENT

Amended and Restated Asset Purchase Agreement

dated as of April 7, 2017

between

Big Dog City Corporation,
as Buyer

and

Randy Sugarman, solely in his capacity as Trustee of the
Bankruptcy Estate of YELLOW CAB COOPERATIVE, INC.,

as Seller

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This AMENDED AND RESTATED ASSET PURCHASE AGREEMENT is made and entered into as of April 7, 2017, by and between Big Dog City Corporation dba CityWide Taxi, a California Corporation ("Buyer"), and Randy Sugarman, solely in his capacity as Chapter 11 trustee of the bankruptcy estate of Yellow Cab Cooperative, Inc., a California corporation ("Seller").

RECITALS

WHEREAS, on January 22, 2016, Yellow Cab Cooperative, Inc. ("YCC") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), administered as Case No. 16-30063 (the "Bankruptcy Case"), in the United States Bankruptcy Court for the Northern District of California (San Francisco Division) (the "Bankruptcy Court");

WHEREAS, Seller is the duly appointed Chapter 11 trustee in the Bankruptcy Case;

WHEREAS, on the terms and subject to the conditions set forth herein, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase, acquire and assume from Seller, pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities (as defined hereafter);

WHEREAS, on March 16, 2017, Seller and Buyer entered into an Asset Purchase Agreement (the "Original Asset Purchase Agreement") providing for the foregoing transactions; and

WHEREAS, Seller and Buyer now wish to amend and restate in its entirety the Original Asset Purchase Agreement in order to implement certain changes and provide for this Agreement to supersede in its entirety the Original Asset Purchase Agreement, as heretofore amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth herein.

ARTICLE I
DEFINITIONS

Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether by contract, through the ownership of voting securities or otherwise.

"Affiliated Group" means an "affiliated group" as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law) of which YCC is or has been a member.

"Agreement" means this Amended and Restated Asset Purchase Agreement, including all the Exhibits and the Schedules hereto, as the same may be amended from time to time in accordance with its terms.

"Allocation" has the meaning set forth in Section 9.3(a) hereof.

"Assumed Liabilities" means the liabilities set forth in Schedule 2.3 hereto.

"Back-Up Bidder" has the meaning given to that term in the Bid Procedures attached as Exhibit A to the Motion for Order Authorizing Trustee to Sell Substantially All Operating Assets of Debtor Free and Clear of Liens and Related Relief, filed in the Bankruptcy Case as docket no. 497.

"Bankruptcy Case" has the meaning set forth in the recitals hereto.

"Bankruptcy Code" has the meaning set forth in the recitals hereto.

"Bankruptcy Court" has the meaning set forth in the recitals hereto.

"Books and Records" means the originals of all books, records and data of YCC, including customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records, in whatever form or medium, including electronic.

"Business" means YCC's business of providing passenger transportation services.

"Buyer" has the meaning set forth in the preamble hereto.

"Buyer Expenses" means, as of any date of determination, the reasonable fees and out-of-pocket expenses incurred by Buyer on or before such date to the extent not previously paid or reimbursed by Seller in connection with (i) its due diligence regarding YCC, and (ii) the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby.

"Cash" means cash and cash equivalents of the Estate (including marketable securities and short-term investments).

"Cash Purchase Price" has the meaning set forth in Section 3.2(b) hereof.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 3.1 hereof.

"Closing Date" has the meaning set forth in Section 3.1 hereof.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Contract" means any agreement, license, contract, commitment or other binding arrangement or understanding, whether written or oral, to which Seller or YCC is a party and which Seller is permitted under Section 365 of the Bankruptcy Code to assume and assign other than an Employee Benefit Plan.

"Designated Leases and Executory Contracts" means the agreements listed in Schedule 2.1 (2).

"Employee Benefit Plan" means any "employee benefit plan" (as defined in ERISA § 3(3)) and any other benefit or compensation plan, program, agreement or arrangement maintained, sponsored, or contributed or required to be contributed to by the Estate or any ERISA Affiliate or with respect to which the Estate or any ERISA Affiliate has any Liability.

"Encumbrances" means any interest, claim, Lien, mortgage, pledge, security interest, obligation, encumbrance, lien (statutory or other), liability, charge, lease, covenant, easement, option, right of others, hypothecation, conditional sale agreement or restriction (whether on voting, sale, transfer, defenses, set-off or recoupment rights, disposition, or otherwise), whether imposed by agreement, understanding, law, equity, or otherwise. .

"ERISA Affiliate" means any Person that, at any relevant time, is or was treated as a single employer with YCC for purposes of Code § 414.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

"Estate" means the Chapter 11 estate of YCC.

"Excluded Assets" has the meaning set forth in Section 2.2 hereof.

"Exhibits" means the exhibits hereto.

"Expense Reimbursement" has the meaning set forth in Section 8.2(a) hereof.

"Final Order" means an Order that (a) is not stayed, and (b) as to which the time to file an appeal, has expired and no such appeal is pending.

"GAAP" means the generally accepted accounting principles in the United States of America.

"Good Faith Deposit" has the meaning set forth in Section 3.2 hereof.

"Governmental Authority" means any federal, state, local, municipal, foreign, supranational or other governmental or quasi-governmental authority of any nature (including any governmental agency, political subdivision, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or arbitral body.

"Insurance Policy" means any insurance policy carried by Seller (including any self-insurance programs).

"Law" means any law, statute, regulation, code, constitution, ordinance, treaty or Order of, administered or enforced by or on behalf of, any Governmental Authority.

"Liability" means any duty, obligation or liability of any nature whatsoever whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted and whether involving the payment of money or otherwise.

"Liens" means any claim, lien (as defined in Section 101(37) of the Bankruptcy Code), condition, pledge, option, charge, hypothecation, easement, security interest, right-of-way, encroachment, mortgage, deed of trust, covenant, restriction, reservation, agreement of record, restriction on use or voting (in the case of any security interest) preference, tax (including foreign, federal, state or local income, gross receipts, sales, use, ad valorem, gains, profits, excise, franchise or other taxes, fees, levies, or other duties or assessments imposed by any Governmental Entity), or any other encumbrance of any nature whatsoever.

"Order" means any award, decision, decree, order, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

"Ordinary Course of Business" means the operation of the Business by the Seller in the usual and ordinary course in a manner substantially similar to the manner in which Seller operated since being appointed as trustee in the Bankruptcy Case (including with respect to quantity and frequency).

"Permit" means any_franchise, permit, license, agreement, waiver and authorization issued by any Governmental Authority held or used by YCC in connection with, or required for, the Business, to the extent transferable.

"Person" means any corporation, partnership (including any limited partnership and any limited liability partnership), association, joint venture, limited liability company, organization, trust, entity, authority or natural person or any Governmental Authority.

"Proceeding" means any claim, charge, complaint, dispute, demand, grievance, action, litigation, audit, investigation, review, inquiry, arbitration, liability, damage, suit in equity or at law, administrative, regulatory or quasi-judicial proceeding, account, cost, expense, setoff, contribution, attorney's fee or causes of action of whatever kind or character.

"Purchase Price" has the meaning set forth in Section 3.2 hereof.

"Purchased Assets" means the property listed in Schedule 2.1 (1) hereto.

"Rehired Employees" means each employee of YCC who accepts an offer of employment by Buyer as described in Section 9.1 hereof.

"Sale Order" means an order of the Bankruptcy Court, in substantially a form to be agreed upon by the Seller and the Buyer, which will become Exhibit A attached hereto, to be entered by the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code.

"Schedules" means the schedules attached hereto.

"Seller" has the meaning set forth in the preamble hereto.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by that Person or (ii) if a partnership, limited liability company or other business entity, a majority of the partnership, limited liability company or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by such Person.

"Successful Bidder" has the meaning given to that term in the Bid Procedures attached as Exhibit A to the Motion for Order Authorizing Trustee to Sell Substantially All Operating Assets of Debtor Free and Clear of Liens and Related Relief, filed in the Bankruptcy Case as docket no. 497.

"Tax" and, with correlative meaning, "Taxes" mean with respect to any Person (i) all federal, state, local, county, foreign and other taxes, assessments or other government charges, including any income, alternative or add-on minimum tax, estimated gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, capital stock franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment, charge, or tax of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) whether such Tax is disputed or not, (ii) Liability for the payment of any amounts of the type described in clause (i) above relating to any other Person as a result of being party to any agreement to indemnify such other Person, being a successor or transferee of such other Person, or being a member of the same affiliated, consolidated, combined, unitary or other group with such other Person, or (iii) Liability for the payment of any amounts of the type described in clause (i) arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto).

"Tax Return" means any report, return, declaration, claim for refund or other information or statement supplied or required to be supplied by any Person relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

"Termination Date" has the meaning set forth in Section 8.1(a) hereof.

"Tire Sales" means Tire Sales & Leasing Co., Inc.

"Transaction Documents" means this Agreement, and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions contemplated to be consummated pursuant to this Agreement.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, and all other similar Laws of any state, locality or other Governmental Authority.

ARTICLE II
PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Purchase and Sale of Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and subject to the entry of the Sale Order and the terms and conditions set forth in this Agreement, at the Closing, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all Encumbrances and claims (except with respect to Assumed Liabilities) and without cost to Seller, unless otherwise provided herein, and Buyer shall purchase, acquire and take assignment and delivery of, for the consideration specified in Article III, all right, title and interest of every kind and nature of the Estate in and to the Purchased Assets and the Designated Leases and Executory Contracts, other than the Excluded Assets, all as set forth on Schedule 2.1. Buyer shall only be entitled to the same right, title and interest of the Estate in the Purchased Assets to the extent such right, title, or interest is transferable by Seller to Buyer.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the property of the Estate set forth on Schedule 2.2 (referred to collectively as the "Excluded Assets") is not being sold, assigned, transferred, conveyed or delivered to Buyer hereunder. The Excluded Assets shall also include any assets not transferrable by Seller.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, including Section 2.4 hereto, Buyer shall assume from Seller, and thereafter be responsible for the payment, performance, or discharge of, the Assumed Liabilities. Except as expressly provided herein, Buyer shall neither assume from Seller, nor thereafter be responsible for, the payment, performance, or discharge of, any liabilities other than the Assumed Liabilities.

2.4 Excluded Liabilities. To the extent permitted by applicable law, Buyer shall not assume, and shall be deemed not to have assumed, any Liabilities of Seller other than the Assumed Liabilities. Without limitation, Buyer shall not assume any WARN Act Liabilities of Seller or Liabilities arising from a Proceeding by an equity holder or former equity holder of YCC.

2.5 Assumption of Contracts; Cure Amounts.

(a) Assumption of Contracts. Seller shall assume and assign to Buyer all of the Designated Leases and Executory Contracts, pursuant to a motion to assume and assign the Designated Leases and Executory Contracts under Section 365 of the Bankruptcy Code filed by Seller with the Bankruptcy Court in conjunction with the motion to approve the sale of the Purchased Assets.

(b) Curing Defaults and Assignment. At Closing, the Seller shall assume each of the Designated Leases and Executory Contracts pursuant to Section 365(a) of the Bankruptcy Code, and sell and assign to Buyer each of the Designated Leases and Executory Contracts pursuant to Sections 363(b), (f) and (m) and 365(f) of the Bankruptcy Code. Buyer shall pay all amounts, as determined by the Bankruptcy Court, or as agreed between Seller and the non-debtor contract party, necessary to cure any defaults ("Cure Amounts") under the Designated Leases and Executory Contracts. Buyer shall also provide each non-debtor contract party with adequate assurance of future performance. The Cure Amounts must be sufficient to relieve Seller from all obligations with respect to defaults arising or existing under the Designated Leases and Executory Contracts prior to the Closing Date.

2.6 Retained Lease and Agreement to Sublease. Seller has assumed that certain Lease dated March 14, 2007, as amended, between YCC and Taxi Property Company, LLC with respect to the real property commonly known as 1200 Mississippi Street, San Francisco, California (the "1200 Mississippi Lease") as an asset of the Estate. Seller agrees to sublease all of the premises covered by the 1200 Mississippi Lease to Buyer except for the second floor of the main building (the "Premises"), which Seller will continue to occupy without charge. Seller and Buyer shall negotiate and enter into a mutually acceptable sublease with the following terms: a term of six (6) months from the Closing Date; either Party may terminate the sublease on 60 days' notice to the other Party, and the applicable rent and any other charges due under the Sublease shall be paid by Buyer in an amount equal to the rent due under the 1200 Mississippi Lease.

2.7 Assets Sold As Is Where Is. Seller makes no representations or warranties whatsoever respecting the Purchased Assets, and the Purchased Assets are sold "as is" and "where is".

2.8 Rights as to All Taxi Dispatch, LLC. Pursuant to that certain Settlement Agreement and General Release among Seller, TPC and certain other parties as approved by the Bankruptcy Court on February 3, 2017 (the "Settlement Agreement"), All Taxi Dispatch, LLC ("ATD") is obligated to provide dispatch services to the Estate at the request of Seller provided that Seller compensates ATD for its costs to provide such dispatch services. The Settlement Agreement also provides that Seller may demand the assignment or transfer of either all of ATD's assets or all of the membership interests in ATD or both. Therefore, at Closing Seller shall make a formal written demand on ATD or TPC, as appropriate, to transfer ATD's assets directly to Buyer. Additionally, Seller agrees to compensate ATD for up to Five Thousand Dollars ($5,000) for transferring its assets to Buyer. Buyer intends to obtain the assignment of ATD's lease for the premises located in Las Vegas, Nevada and coordinate with ATD to have it terminate its employees as of the Closing Date. Seller shall reasonably cooperate with Buyer in its efforts to do the foregoing.

2.9 Tire Sales. Buyer agrees to purchase the tires owned by Tire Sales that are mounted on the vehicles included in the Purchased Assets.

ARTICLE III
CLOSING

3.1 Closing. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") will take place at the offices of Michelson Law Group, 220 Montgomery St., Suite 2100, San Francisco, CA 94104 or such other place agreed upon by Seller and Buyer, at 10:00 a.m. local time as soon as practicable after the date on which the conditions set forth in Article VII have been satisfied or waived, but no later than five business days after the Sale Order becomes a Final Order, or on such other date or at such other place and time as Buyer and Seller may mutually determine (the "Closing Date"); provided that in the event Buyer is the Back-Up Bidder, the Closing Date shall be five business days after the date that the Asset Purchase Agreement between the Successful Bidder and Seller is terminated. Buyer may extend the Closing for up to three weeks after the Closing Date by depositing the remainder of the Purchase Price into Seller's bank account by the Closing Date and depositing the following amounts into Seller's bank account on the corresponding dates:

(a) $35,000 on the Closing Date for an extension of the Closing until such date that is seven (7) days after the Closing Date (the "First Extended Closing Date");

(b) $50,000 on the First Extended Closing Date for a second extension of the Closing until such date that is fourteen (14) days after the Closing Date (the "Second Extended Closing Date"); and

(c) $75,000 on the Second Extended Closing Date for a third extension of the Closing until such date that is twenty-one (21) days after the Closing Date.

3.2 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be comprised of the following:

(a) $810,000.00 in cash (the "Cash Purchase Price"), including $100,000 (the "Good Faith Deposit") that the Buyer shall pay into an account designated by the Seller within five days of the execution of this Agreement;

(b) The purchase price to be paid to Tire Sales for the tires set forth in the Tire Sales Agreement, which amount will not exceed $19,809.90; and

(b) Buyer's assumption of the Assumed Liabilities.

3.3 Prorations. Except for amounts that Buyer must pay with respect to the Assumed Liabilities, Seller shall be responsible for the expenses relating to the Purchased Assets and the Business up to and through the Closing Date, and Buyer shall be responsible for the expenses relating to the Purchased Assets and the Business after the Closing Date. To the extent that the time period for the assessment of any expenses falls both before and after the Closing Date, then those expenses shall be prorated as of the Closing Date, and, to the extent required, reconciled after the Closing Date.

3.4 Deliveries by Seller. At the Closing, Seller shall deliver or procure delivery to Buyer of the following items:

(a) a certificate signed by Seller, dated the date of the Closing Date, certifying that items (a) through (g) of Section 7.2 have been satisfied as of the Closing;

(b) one or more bills of sale, in a form reasonably acceptable to Buyer conveying in the aggregate all of the owned personal property of YCC included in the Purchased Assets, duly executed by Seller; and

(c) such other documents or instruments as are required to be delivered by Seller at the Closing pursuant to the terms hereof or that Buyer reasonably requests before the Closing Date to effect the transactions contemplated hereby.

3.5 Deliveries by Buyer. At the Closing, Buyer will deliver or procure delivery to Seller of the following items:

(a) a certificate signed by Buyer, dated the date of the Closing Date, certifying that items (a) through (c) of Section 7.3 have been satisfied as of the Closing;

(b) assumption agreements pertaining to the Designated Leases and Contracts;

(c) one or more bills of sale, in the form attached hereto as Exhibit B conveying in the aggregate all of the owned personal property of YCC included in the Purchased Assets, duly executed by Buyer;

(d) any required executed third party consents; and

(e) such other documents or instruments as are required to be delivered by Buyer at the Closing pursuant to the terms hereof or that Seller reasonably requests before the Closing Date to effect the transactions contemplated hereby.

3.6 Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Buyer and Seller.

3.7 Amendment to Purchased Assets. In the event that Seller is unable to deliver to Buyer at the Closing any vehicle that is included in the Purchased Assets, Buyer shall receive a credit from the Purchase price based upon the low Kelly Blue Book value of any such vehicle the Seller is unable to deliver.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows.

4.1 Power and Authority; Enforceability. Subject to the Bankruptcy Court's entry of the Sale Order, and unless obviated by the Bankruptcy Code and other applicable law, Seller has full power and authority to execute and deliver the Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. Buyer shall obtain whatever permissions are required from the San Francisco Municipal Transportation Agency ("MTA") for the transfer of assets contemplated by this Agreement and the use of the Purchased Assets post-Closing, and Seller shall reasonably cooperate with Buyer in such efforts.

4.2 Litigation. Other than the Bankruptcy Case (including any proceedings therein), there is no claim, action, lawsuit, or proceeding, or to the knowledge of Seller, any pending inquiry or investigation or any threatened claim, action, lawsuit, proceeding, inquiry or investigation, in each case, by or against or affecting Seller which has had or can be reasonably expected to have a material adverse effect on the ability of Seller to consummate the transactions contemplated hereby.

4.3 Broker Representation. Seller is not represented by any broker or financial advisor in connection with the contemplated transaction.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1 Organization; Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Buyer is duly qualified to do business and is in good standing in California, and in all jurisdictions in which the failure to so qualify would reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby.

5.2 Authority. Buyer has full power and authority to execute and deliver the Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. All Transaction Documents to which Buyer is a party have been duly executed and delivered by Buyer, except such Transaction Documents that are required by the terms hereof to be executed and delivered by Buyer after the date hereof, in which case such Transaction Documents will be duly executed and delivered by Buyer at or before the Closing, and the execution and delivery of all Transaction Documents and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Buyer, and constitute, or will constitute, as the case may be, the valid and binding agreements of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect, and to general equitable principles.

5.3 Noncontravention. Subject to the entry of the Sale Order, no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary for the consummation by Buyer of the transactions contemplated hereby. Subject to the entry of the Sale Order, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any Law to which Buyer is subject or any provision of its articles of organization or other organizational document or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject.

5.4 Ability To Perform. Buyer has the financial wherewithal and ability to perform all of its obligations under this Agreement, including sufficient unrestricted funds or committed lines of credit on hand to pay the Purchase Price in cash to Seller at the Closing.

5.5 Litigation. There is no claim, action, lawsuit, or proceeding, or to the knowledge of Buyer, any pending inquiry or investigation or any threatened claim, action, lawsuit, proceeding, inquiry or investigation, in each case, by or against or affecting Buyer which has had or can be reasonably expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby.

5.6 Foreign Ownership of Buyer. Buyer is not controlled by a foreign entity or other investor for the purposes of Section 721 of the Defense Production Act of 1950, as amended, and the regulations promulgated thereunder.

5.7 Broker Representation. Buyer is not represented by any broker or financial advisor in connection with the contemplated transaction.

5.8 Condition of Acquired Assets. Buyer acknowledges having either inspected, or having had a reasonable opportunity to inspect, all of the Purchased Assets or has waived its rights to inspect all or a portion of the Purchased Assets. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BUYER ACCEPTS THE PURCHASED ASSETS ON AN "AS IS," "WHERE IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER FROM SELLER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE VI
PRE-CLOSING COVENANTS

6.1 Closing Efforts. Before Closing, Buyer and Seller shall use commercially reasonable efforts to work together (a) to obtain all material consents and approvals of all Governmental Authorities and all other Persons required to be obtained to effect the transactions contemplated by this Agreement and (b) to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated hereby. Except as provided in this Agreement, Seller shall not sell, license or transfer any of the Purchased Assets or Designated Leases and Executory Contracts other than to Buyer.

6.2 Access to Information. Seller agrees that, before the Closing Date, Seller and his representatives shall, upon reasonable advance notice, reasonably cooperate with the Buyer in its efforts to obtain reasonable access during normal business hours to YCC's business premises. Subject to commercially reasonable protection of confidential and proprietary materials, Buyer shall be entitled to make such reasonable investigation of the properties, businesses and operations of YCC and such examination of the Books and Records, including personnel records, and financial condition of YCC as it reasonably requests and to make extracts and copies to the extent necessary of the Books and Records; provided, that no investigation pursuant to this Section 6.2 shall affect representations or warranties, if any, made herein or the conditions to the obligations of the respective parties to consummate the transactions contemplated by this Agreement. Buyer agrees to repair at its sole cost any damage to YCC's premises caused by Buyer's investigation upon Seller's demand.

6.3 Conduct of the Business Pending the Closing. Except (x) as required by or in accordance with Law or as authorized by an order of the Bankruptcy Court, (y) as contemplated by this Agreement, or (z) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), from the date hereof until the Closing Date, Seller:

(a) shall exercise commercially reasonable efforts in the manner presently in place to preserve the Purchased Assets and operate the Business;

(b) shall not intentionally cancel or remove existing insurance policies in place as of the date hereof, if any, covering YCC's respective properties, assets, and business in a form and amount consistent with past practice, excluding workers' compensation;

(c) shall not enter into any transaction with regard to either the Purchased Assets or the Designated Leases and Executory Contracts that is outside the ordinary course of business, which includes but is not limited to incurring capital expenditures;

(d) shall not retire (i.e. take out of service) or sell any of the existing auto inventory except in the ordinary course of business or cars subject to a security interest in favor of Ford Motor Credit Company. Pending the Closing, Seller shall notify Buyer in writing via email of its retiring or selling of any inventory.

(e) shall maintain on hand parts and inventory at a level consistent with normal operations and shall not sell any parts or inventory outside the ordinary course of business without Buyer's written consent;

(f) shall not make or grant any wage or salary increase to any of its employees or enter into any employee benefit plans or amend in any material respect such plan now in place out of the ordinary course of business; and

(g) shall not agree, in writing or otherwise, to take any action inconsistent with the foregoing.

Notwithstanding anything to the contrary herein, Seller is permitted to have discussions and consummate transactions related to the Excluded Assets.

6.4 Bankruptcy Actions.

(a) Seller's performance under this Agreement and the transactions contemplated hereby are subject to approval of the Bankruptcy Court, pursuant to the Sale Order. Seller shall use commercially reasonable efforts to: (i) obtain entry of the Sale Order by no later than May 1, 2017, and (ii) consummate the Closing within 5 days after the Sale Order becomes a Final Order, or such other date to which the parties may mutually agree.

(b) Buyer agrees to promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order, including furnishing declarations or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Buyer of its obligations under this Agreement, the Designated Leases and Contracts and the Transaction Documents and demonstrating that Buyer is a good faith buyer under section 363(m) of the Bankruptcy Code.

(c) Buyer shall be responsible for providing evidence and argument in order to establish its ability to provide "adequate assurance of future performance" (within the meaning of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code) of the Designated Leases and Contracts. Seller agrees to use commercially reasonable efforts to cooperate with Buyer in seeking the assumption and assignment of the Designated Leases and Executory Contracts and in the presentation of evidence and argument related to same. The Bankruptcy Court's refusal to approve the assumption and assignment to Buyer of any Designated Lease or Executory Contract on the grounds that "adequate assurance of future performance" by Buyer of such Designated Lease or Executory Contract has not been provided shall constitute grounds for termination pursuant to Section 8.1(d) hereof if such refusal would be reasonably expected to have a material adverse effect on the ability of Seller to consummate the transactions contemplated hereby.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions to Parties' Obligations. The obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer and Seller in whole or in part to the extent permitted by applicable Law):

(a) No Order or Proceeding. No Order shall be issued by any Governmental Authority enjoining, restraining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

(b) The Bankruptcy Court has entered a Final Order that (i) approves the transaction contemplated in this Agreement, and (ii) includes a finding that the Buyer has acted good faith and is entitled to the protections of Section 363(m) of the Bankruptcy Code.

7.2 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer in whole or in part to the extent permitted by applicable Law):

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller contained herein shall be true and correct in all material respects on and as of the Agreement date and as of the Closing Date.

(b) Performance of Covenants. Seller shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(c) Regulatory Approvals. Buyer and Seller shall have obtained all necessary regulatory approvals, which shall be identified by Buyer by April 14, 2017, or such later date as agreed to by the Parties.

(d) Buyer or Seller shall have obtained any third party consents, including all consents from counterparties to the Designated Leases and Executory Contracts, unless such consent is not required pursuant to Section 365 of the Bankruptcy Code.

(e) Any third parties have consented to Buyer's assumption of the Assumed Liabilities to the extent required by Law.

(f) For each of the Designated Leases and Executory Contracts, the Bankruptcy Court has entered a Final Order that authorizes Seller to assume and assign such lease or executory contract to Buyer.

(g) No pending Proceeding reasonably expect to have a material affect or prevent, restrict, make illegal, or otherwise interfere with, the contemplated transactions, nor to Buyer's knowledge has any such proceeding been threatened.

(h) Closing Deliveries. Seller shall have delivered, or caused to be delivered, to Buyer all of the items set forth in Section 3.4.

(i) There will not have been a material adverse change in the operation of Seller's business, including a material adverse change in the number of taxi medallions affiliated with Seller's business as of the date set for closing.

7.3 Conditions to Seller's Obligations. The obligation of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained herein shall be true and correct in all material respects on and as of the Agreement date and as of the Closing Date.

(b) Performance of Covenants. Buyer shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Buyer on or before the Closing Date.

(c) Consideration. Buyer has deposited the Cash Purchase Price into Seller's bank account.

(d) Closing Deliveries. Buyer shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 3.5.

ARTICLE VIII
TERMINATION

8.1 Termination. This Agreement may be terminated before the Closing as follows:

(a) by either Buyer or Seller, if the Closing shall not have occurred by the Closing Date as may be extended pursuant to Section 3.1 (the "Termination Date") or such other date as is agreed to by the Buyer and Seller in writing or set by the Bankruptcy Court; provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyer or Seller, then the breaching party may not terminate this Agreement pursuant to this Section 8.1(a);

(b) by mutual written agreement of Buyer and Seller;

(c) by either Buyer or Seller, if there shall be in effect a Final Order enjoining, restraining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(d) by either Buyer or Seller, if there shall have been a material breach of any of the representations, warranties, covenants or agreements set forth in this Agreement on the part of the other party, which breach is not cured within the earlier of (x) 10 days following written notice to the party committing such breach or (y) one day before the Termination Date or which breach, by its nature, cannot be cured before the Closing; provided that neither Buyer nor Seller may terminate this Agreement pursuant to this Section 8.1(d) if such party is then in material breach of any representation, warranty, covenant or agreement contained herein; and

(e) if the Bankruptcy Court shall decline to enter the Sale Order, or shall enter an Order approving an overbid as a higher or better bid, subject to Buyer's right to payment of the Expense Reimbursement in accordance with the provisions of Section 8.2, except to the extent Buyer becomes a Back Up Buyer under the Order.

8.2 The Sale Process and Expense Reimbursement.

(a) Seller shall promptly seek approval of this Agreement from the Bankruptcy Court via a motion for sale free and clear of liens (the "Sale Motion"). Seller shall use commercially reasonable efforts to have the Sale Motion heard by April 7, 2017; however, the Parties acknowledge the Bankruptcy Court's limited motion calendar in the month of April. The Sale Motion shall include, without limitation, the following: i) Notice to creditors, not to exceed 21 days, of the hearing date for the Sale Motion; ii) Notice to creditors, not to exceed 21 days, of the right to submit a higher bid (the "Minimum Overbid") for the Purchased Assets; iii) Notice that the Minimum Overbid shall be at least $450,000; iv) Notice that any Minimum Overbid must be accompanied by a good faith deposit of $100,000 and adequate proof of the financial ability of the party submitting the Minimum Overbid to close the transaction; v) Notice that in the event there is a Minimum Overbid, any bidding beyond the Minimum Overbid shall be in increments of at least $10,000; vi) Notice that in the event there is a Minimum Overbid and Buyer does not end up being approved by the Bankruptcy Court as the eventual buyer of the Purchased Assets, Buyer shall be entitled to a breakup fee of $25,000 (the "Breakup Fee") to compensate Buyer for the costs and fees it incurred in the sales process.

(b) If there is a Minimum Overbid, then Seller shall conduct an auction in the Bankruptcy Court at the hearing on the Sale Motion.

(c) The Breakup Fee shall be paid to Buyer in lieu of any other payments or damages under this Agreement. The Breakup Fee shall be payable by Seller from escrow in the event and at the time a sale transaction with a party submitting a Minimum Overbid is consummated.

(d) Seller's obligation to pay the Expense Reimbursement pursuant to this Section 8.2 shall survive termination of this Agreement, subject to Bankruptcy Court approval, and shall constitute an administrative expense (which shall be an administrative expense claim) of the YCC estate under the Bankruptcy Code.

8.3 Good Faith Deposit.

(a) In the event that this Agreement is terminated pursuant to Sections 8.1(a), (b), (c) or (e), or pursuant to Section 8.1(d) due to the material breach of the representations, warranties, covenants or agreements set forth in this Agreement on the part of Seller, then the Good Faith Deposit shall be returned to Buyer.

(b) In the event that this Agreement is terminated pursuant to Section 8.1(d) due to the material breach of the representations, warranties, covenants or agreements set forth in this Agreement on the part of Buyer, then Buyer waives all claims to the Good Faith Deposit and it will become the YCC estate's property.

ARTICLE IX
POST-CLOSING COVENANTS

9.1 Employees. Buyer may offer employment to certain former employees of YCC as determined by Buyer in its sole and exclusive discretion (such employees who accept such offer of employment, the "Rehired Employees") on terms and conditions as determined by Buyer in its sole discretion. Nothing contained in this Agreement shall confer upon any Rehired Employee any right to any term or condition of employment or to continuance of employment by Buyer or any of its Affiliates, nor shall anything herein interfere with the right of Buyer or any of its Affiliates to terminate the employment of any employee, including any Rehired Employee, at any time, with or without notice and for any or no reason, or restrict Buyer or any of its Affiliates in modifying any of the terms or conditions of employment of any employee, including any Rehired Employee, after the Closing.

9.2 Employee Benefit Plans. Except as expressly provided in this Agreement, Buyer shall not assume any Employee Benefit Plan or any Liability thereunder or related thereto and Buyer shall provide only those benefits to Rehired Employees as of or after the Closing as Buyer, in its sole discretion, shall determine. Nothing contained in this Agreement, express or implied: (a) shall be construed to establish, amend, or modify any benefit or compensation plan, program, agreement or arrangement; (b) shall alter or limit the ability of Buyer or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them; or (c) is intended to confer upon any Person (including employees, retirees, or dependents or beneficiaries of employees or retirees) any rights as a third party beneficiary of this Agreement. The YCC bankruptcy estate shall remain liable for all liability arising out of the YCC estate's termination of or withdrawal from any Employee Benefit Plan.

9.3 Tax Matters.

(a) Allocation of Purchase Price. Prior to the Closing, Buyer and Seller shall determine (in accordance with all applicable Treasury Regulations promulgated under Section 1060 of the Code) the allocation of the final Purchase Price among the Purchased Assets (the "Allocation"). Neither Buyer nor Seller shall take, nor shall they permit any Affiliate to take, any position inconsistent with the Allocation as finally determined hereunder (including in connection with the preparation and filing of any Tax Returns); provided, however, that (i) Buyer's cost for the Purchased Assets may differ from the Purchase Price to the extent necessary to reflect Buyer's capitalized acquisition costs other than the Purchase Price, and (ii) the amount realized by Seller may differ from the Purchase Price to the extent necessary to reflect transaction costs that reduce the amount realized by Seller. Buyer and Seller agree to notify each other with respect to the initiation of any action by any Governmental Authority relating to such allocation and agree to consult with each other with respect to any such action by any Governmental Authority. If a different Allocation proposed by any Governmental Authority is finally determined, Buyer and/or Seller may file amended returns based on such Allocation. An Allocation shall be considered to be finally determined when such Allocation cannot be contested in any court of competent jurisdiction.

(b) Proration of Taxes. The YCC bankruptcy estate shall bear all property, business and *ad valorem* Tax liability with respect to the Purchased Assets for taxable periods ending on or before the Closing Date. All real property taxes, personal property taxes, business or *ad valorem* obligations and similar recurring Taxes and fees with respect to the Purchased Assets for taxable periods beginning before, and ending after, the Closing Date, will be prorated between Buyer and Seller as of the Closing Date. The YCC estate shall be responsible for all such Taxes and fees on the Purchased Assets accruing during any period or portion thereof up to and including the Closing Date. Buyer shall be responsible for all such Taxes and fees on the Purchased Assets accruing during any period or portion thereof beginning after the Closing Date. The YCC estate shall be responsible for all taxes related to the operation of the Business and its revenues and expenses incurred prior to the Closing Date and any taxes resulting from this transaction. Buyer shall be responsible for all taxes related to the operation of the Business and its revenues and expenses after the Closing Date. With respect to the Taxes described in this Section 9.3(b), Seller shall timely file all Tax Returns due before the Closing Date with respect to such Taxes, and Buyer shall prepare and timely file all Tax Returns due after the Closing Date with respect to such Taxes. If one party remits to the appropriate Governmental Authority payment for Taxes that are subject to proration under this Section 9.3(b) and such payment includes the other party's share of such Taxes, such other party will promptly reimburse the remitting party for its share of such Taxes.

9.4 Further Assurances. From time to time after the Closing and without further consideration, (i) Seller, upon the request of Buyer, shall take such actions and execute and deliver such documents and instruments of conveyance and transfer as Buyer may reasonably request in order to consummate more effectively the purchase and sale of the Purchased Assets as contemplated hereby and to vest in the Buyer title to the Purchased Assets transferred hereunder, or to otherwise more fully consummate the transactions contemplated by this Agreement; and (ii) Buyer, upon the request of Seller, shall take such actions and execute and deliver such documents and instruments of contract or lease assumption as Seller may reasonably request in order to confirm Buyer's Liability for the Assumed Liabilities or otherwise to more fully consummate the transactions contemplated by this Agreement.

ARTICLE X
GENERAL PROVISIONS

10.1 Expenses. Except as provided in Section 8.2, each party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing party in such action or proceeding (*i.e.*, the party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing party such costs and expenses (including all court costs and reasonable attorneys' fees) as the prevailing party may incur in the pursuit or defense thereof, in an amount determined by the Bankruptcy Court upon properly noticed motion and hearing.

10.2 Amendments and Supplements. This Agreement may not be amended, modified or supplemented except by a written instrument signed by Seller and Buyer, which makes specific reference to this Agreement.

10.3 Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if delivered by hand (including by reputable overnight courier), (b) on the date of transmission if sent by facsimile or email (if the sender on the same day sends a confirming copy of such notice by reputable overnight courier) or (c) upon delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid to the intended recipient as set forth below:

To Seller: Randy Sugarman
Sugarman & Company LLP
500 Sansome St., Suite 600
San Francisco, CA 94111
Attn: Randy Sugarman
Email: sugarmanco@gmail.com
Fax: (415) 658-2858

with copy to: Michelson Law Group
220 Montgomery Street, Suite 2100
San Francisco, California 94104
Attn: Randy Michelson
Email: Randy.Michelson@michelsonlawgroup.com
Fax: (415) 512-8601

To Buyer: Big Dog City Corporation
2060 Newcomb Ave.
San Francisco, CA 94124
Attn: Chris Sweis
Email: chris@citywide.com
Fax: ________________

with copy to: Finestone Hayes LLP
456 Montgomery Street, 20th Floor
San Francisco, CA 94104
Attn: Stephen Finestone
Email: sfinestone@fhlawllp.com
Fax: (415) 398-2820

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

10.4 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by Seller, in the case of a waiver by Seller, or Buyer, in the case of any waiver by Buyer, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

10.5 Counterparts and Execution. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

10.6 SUBMISSION TO JURISDICTION. THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT. The Sale Order shall provide for the Bankruptcy Court to retain jurisdiction pursuant to this paragraph.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California (regardless of the Laws that might otherwise govern under applicable California principles of conflicts of Law) as to all matters, including matters of validity, construction, effect, performance and remedies.

10.8 Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other party (which shall not be unreasonably withheld or delayed).

10.9 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors and permitted assigns, any rights, remedies, obligations, Claims, or causes of action under or by reason of this Agreement.

10.10 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and Laws promulgated thereunder, unless the context requires otherwise.

10.11 Public Announcements. Except as required by Law or done in connection with the Bankruptcy Case, neither Seller nor Buyer shall issue or make any press release, public announcement, or court filing concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto relating to the contents and manner of presentation and publication thereof, which approval will not be unreasonably withheld, conditioned or delayed. Before making any disclosure required by applicable law, to the extent reasonably practicable, the disclosing party shall give the other party a copy of the proposed disclosure and reasonable opportunity to comment on the same. Notwithstanding anything to the contrary herein, the parties may, as and when necessary or appropriate, disclose the contemplated transaction or its terms to the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case, the obligees with respect to the Assumed Liabilities, and the counterparties of leases or executed contracts that are or may become agreements among the Designated Leases and Executory Contracts.

10.12 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement to be performed at or before the Closing were not performed in accordance with the terms hereof and that, before the Closing, the parties shall be entitled to specific performance of such provisions, in addition to any other remedy at law or in equity, unless pursuant to the overbid procedures governing sale of the assets, Seller, as representative of the Estate, accepts an overbid as a higher or better bid, which decision is then approved by the Bankruptcy Court.

10.13 Entire Understanding. This Agreement, the Exhibits and the Schedules set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and the Agreement, the Exhibits and the Schedules supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

10.14 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision that will implement the commercial purpose of the illegal, invalid or unenforceable provision.

10.15 No Consequential or Punitive Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY

(OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

[The remainder of the page has been intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

SELLER

Randy Sugarman, solely in his capacity as Chapter 11 Trustee of the Estate of Yellow Cab Cooperative, Inc.,
a California corporation

By ____
Randy Sugarman

BUYER

Big Dog City Corporation

By ____
Nishan Sweis
Its President

SCHEDULE 2.1

(1) PURCHASED ASSETS

1. Inventory (including but not limited to auto parts, gasoline inventory and equipment in the repair facility located at 1200 Mississippi, San Francisco, CA)

2. Machinery and equipment (including but not limited to dispatch equipment, security equipment, garage equipment, taxi cab tracking equipment, and tools)

3. Furniture and fixtures located at 1200 Mississippi; provided, however, that certain furniture and fixtures located on the second floor of the main building shall remain there for Seller's use while winding up the Estate; provided further, however, that Buyer may leave any furniture and fixtures on the Premises.

4. Office equipment (including but not limited to computers); provided, however, that Buyer shall provide Seller with access to such assets while winding up the Estate.

5. 160 Vehicles (including all taxicabs and equipment located therein, to the extent transferable) as set forth on the Vehicle List attached hereto, which shall specifically exclude any vehicles covered by the security interest of Ford Motor Credit Company.

6. To the extent transferable, intellectual property and related rights of YCC (including but not limited to YCC's name, brand, service mark(s), software trademark(s), trade name, telephone numbers, including but not limited to (415) 333-3333, websites, web addresses, and Uniform Resource Locators) used in YCC's business.

7. All software, intellectual property and personal property owned by YCC and used in connection with the dispatch system whether in YCC's possession, including but not limited to, accounting software, cashiering software, IVR software, shop; inventory and management software, parking lot management software and cab scheduling software.

8. All the assets of All Taxi Electronics

9. FCC License: FCC Registration No. 0004517728

(2) DESIGNATED LEASES AND EXECUTORY CONTRACTS

1. To the extent transferrable, Licenses for any and all software used in the operation of the business to the extent necessary for Buyer's use of the Purchased Assets, including but not limited to, dispatch software licensed by YCC from George Anderson and credit card processing software.

Yellow Cab Cooperative												
Vehicles for sale, April 7, 2017												
Vehicle No	update info	License	VIN	Make	Model	Year	Designation	Owner Type	In Service			Count
51	x	63328L1	1FADP5AU6DL555928	Ford	C-Max	2013	P1100	Coop	3/26/2014			1
57	x	63757N1	1FMCU4K3XAKA73250	Ford	Escape-Hybrid	2010	Lease	Coop	9/18/2015			2
58	x	63601N1	1FMCU4K39AKD28454	Ford	Escape-Hybrid	2010	Lease	Coop	7/7/2014			3
65	x	8M34820	1FADP5AU3DL555935	Ford	C-Max	2013	P1100	Coop	2/19/2014			4
76	x	02387L1	1FADP5AU4DL531112	Ford	C-Max	2013	Lease	Coop	9/11/2013			5
77	x	14782P1	1FMCU4K31CKB12794	Ford	Escape-Hybrid	2012	Lease	Coop	5/9/2014			6
80	x	51047L1	3FA6P0UU5ER171326	Ford	Fusion	2014	P1100	Coop	11/20/2013			7
94	x	23441U1	1FMCU4K35AKD27916	Ford	Escape-Hybrid	2010	Lease	Coop	5/26/2016			8
150	x	14811P1	1FMCU4K33BKA38924	Ford	Escape-Hybrid	2011	Lease	Coop	6/27/2014			9
167	x	33031L1	1FMCU4K30BKB27348	Ford	Escape-Hybrid	2011	Lease	Coop	2/25/2014			10
169	x	66216L1	1FADP5AUXDL532121	Ford	C-Max	2013	P1100	Coop	12/4/2013			11
181	x	14773P1	3FADP0L35CR345554	Ford	Fusion	2012	Lease	Coop	1/9/2015			12
184	x	52008N1	3FA6P0LU5DR221528	Ford	Fusion	2013	Lease	Coop	8/29/2013			13
203	x	76645M1	1FMCU4K3XBKB35943	Ford	Escape-Hybrid	2011	Lease	Coop	6/24/2014			14
227	x	13790K1	1FMCU4K32AKC90372	Ford	Escape-Hybrid	2010	Lease	Coop	9/11/2013			15
241	x	51039L1	3FA6P0UU9ER171314	Ford	Fusion	2014	Lease	Coop	1/15/2014			16
245	x	14845Z1	1FMCU4K34BKB00752	Ford	Escape-Hybrid	2011	Lease	Coop	9/11/2013			17
253	x	02390L1	1FADP5AU1DL532122	Ford	C-Max	2013	Lease	Coop	11/27/2013			18
317	x	14541P1	1FMCU4K37BKA16263	Ford	Escape-Hybrid	2011	Lease	Coop	6/20/2014			19
HOLD	x	51048L1	3FA6P0UU9ER171328	Ford	Fusion	2014	Lease	Coop	12/30/2013	Medallion in safe		20
325	x	03317K1	3FA6P0LU5DR229239	Ford	Fusion	2013	Lease	Coop	11/13/2013			21
342	x	88702R1	1FMCU49369KB41187	Ford	Escape-Hybrid	2009	P1100	Coop	10/8/2014			22
344	x	51035L1	3FA6P0UU5ER171312	Ford	Fusion	2014	Lease	Coop	1/22/2014			23
349	x	88631R1	1FMCU4K30CKB19476	Ford	Escape-Hybrid	2012	Lease	Coop	11/13/2014			24
358	x	51046L1	3FA6P0UU7ER171327	Ford	Fusion	2014	Lease	Coop	1/22/2014			25
399	x	10931L1	3FA6P0UU4ER171317	Ford	Fusion	2014	Lease	Coop	1/22/2014			26
418	x	77097K1	3FA6P0LU8DR249436	Ford	Fusion	2013	P1100	Coop	8/29/2013			27
444	x	62123B2	1FMCU4K31BKC19553	Ford	Escape-Hybrid	2011	Lease	Coop	1/26/2017			28
470	x	98268Z1	1FMCU49319KD03694	Ford	Escape-Hybrid	2009	Lease	Coop	10/25/2016			29
476	x	14781P1	1FMCU49319KC03675	Ford	Escape-Hybrid	2009	P1100	Coop	6/9/2014			30
480	x	62122B2	1FMCU4K35AKA00237	Ford	Escape-Hybrid	2010	Lease	Coop	1/27/2017			31
486	x	23308U1	1FMUC4K38AKB03006	Ford	Escape-Hybrid	2010	Lease	Coop	6/15/2016			32
489	x	02124M1	1FMCU4K37BKA68864	Ford	Escape	2011	P1100	Coop	11/13/2013			33
493	x	1.65E+05	1FMCU4K37BKB15505	Ford	Escape-Hybrid	2011	P1100	Coop	8/19/2014			34
497	x	10932L1	3FA6P0UU3ER171325	Ford	Fusion	2014	Lease	Coop	11/20/2013			35
500	x	59993T1	1FMCU4K35BKA67972	Ford	Escape-Hybrid	2011	P1100	Coop	12/30/2015			36

Yellow Cab Cooperative

Vehicles for sale, April 7, 2017

Vehicle No	update info	License	VIN	Make	Model	Year	Designation	Owner Type	In Service			Count
504	x	02397L1	1FADP5AU4DL531109	Ford	C-Max	2013	Lease	Coop	12/30/2013			37
505	x	52022N1	1FMCU49389KC38567	Ford	Escape-Hybrid	2009	P1100	Coop	4/23/2014			38
511	x	63758N1	1FMCU4K32BKB53840	Ford	Escape-Hybrid	2011	Lease	Coop	9/19/2015			39
HOLD	x	03320K1	3FA6P0LU8DR229235	Ford	Fusion	2013	Lease	Coop	7/11/2013	Medallion in safe		40
528	x	75058H1	3FA6P0LU4DR194094	Ford	Fusion	2013	P1100	Coop	2/8/2013			41
531	x	14540P1	1FMCU4K35BKA98560	Ford	Escape-Hybrid	2011	Lease	Coop	6/24/2014			43
533	x	02362L1	1FADP5AU2DL531108	Ford	C-Max	2013	Lease	Coop	7/29/2013			44
537	x	98267Z1	1FMCU4K34AKB08591	Ford	Escape-Hybrid	2010	Lease	Coop	10/24/2016			45
544	x	51042L1	3FA6P0UU8ER171322	Ford	Fusion	2014	Lease	Coop	12/4/2013			46
553	x	75064H1	3FA6P0LU9DR194091	Ford	Fusion	2013	P1100	Coop	5/10/2013			47
555	x	03304K1	3FA6P0LU0DR229228	Ford	Fusion	2013	Lease	Coop	8/22/2013			48
556	x	88362R1	1FADP5AU1DL520438	Ford	C-Max	2013	P1100	Coop	7/16/2014			49
559	x	33010L1	1FMCU49379KC96928	Ford	Escape-Hybrid	2009	Lease	Coop	5/8/2014			50
560	x	76643M1	1FMCU4K35BKB27698	Ford	Escape-Hybrid	2011	Lease	Coop	6/24/2014			51
571	x	88449R1	1FMCU4K36BKC18317	Ford	Escape-Hybrid	2011	P1100	Coop	10/21/2014			52
573	x	03309K1	3FA6P0LU9DR229230	Ford	Fusion	2013	Lease	Coop	5/23/2013			53
578	x	88630R1	1FMCU4K38AKB53517	Ford	Escape-Hybrid	2010	Lease	Coop	10/8/2014			54
580	x	10930L1	3FA6P0UU2ER171316	Ford	Fusion	2014	Lease	Coop	12/4/2013			55
582	x	03321K1	3FA6P0LU4DR229233	Ford	Fusion	2013	P1100	Coop	7/12/2013			56
584	x	51351L1	1FADP5AU7DL555940	Ford	C-Max	2013	P1100	Coop	1/22/2014			57
588	x	02396L1	1FADP5AU0DL531110	Ford	C-Max	2013	Lease	Coop	11/20/2013			58
594	x	51034L1	3FA6P0UU7ER171313	Ford	Fusion	2014	Lease	Coop	12/30/2013			59
597	x	51189L1	1FADP5AU1DL555934	Ford	C-Max	2013	Lease	Coop	3/13/2014			60
598	x	03311K1	3FA6P0LU2DR229232	Ford	Fusion	2013	Lease	Coop	6/12/2013			61
609	x	21143L1	3FADP0L31BR267594	Ford	Fusion	2011	Lease	Coop	2/21/2014			62
615	x	03322K1	3FA6P0LU5DR194086	Ford	Fusion	2013	Lease	Coop	5/15/2013			63
618	x	32845L1	1FMCU4K34AKC91670	Ford	Escape-Hybrid	2010	Lease	Coop	1/15/2014			64
619	x	02361L1	1FADP5AU5DL531104	Ford	C-Max	2013	Lease	Coop	7/11/2013			65
HOLD	x	03308K1	3FA6P0LU5DR229225	Ford	Fusion	2013	Lease	Coop	5/23/2013	Medallion in safe		66
622	x	33061L1	1FMCU4K30BKB34767	Ford	Escape-Hybrid	2011	P1100	Coop	3/28/2014			67
623	x	62124B2	1FMCU4K35BKB36756	Ford	Escape-Hybrid	2011	Lease	Coop	1/25/2017			68
625	x	75230G1	1FMCU59329KC21401	Ford	Escape-Hybrid	2009	P1100	Coop	9/17/2012			69
626	x	77219H1	3FA6P0LU3DR221527	Ford	Fusion	2013	P1100	Coop	4/23/2013			70
629	x	02360L1	1FADP5AU9DL531106	Ford	C-Max	2013	Lease	Coop	9/11/2013			71
634	x	61886B2	1FMCU4K39AKA96082	Ford	Escape-Hybrid	2010	Lease	Coop	10/24/2016			72
636	x	14775P1	1FMCU4K38AKC84592	Ford	Escape-Hybrid	2010	P1100	Coop	5/1/2014			73

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Vehicle No	update info	License	VIN	Make	Model	Year	Designation	Owner Type	In Service			Count
641	x	51044L1	3FA6P0UUXER171323	Ford	Fusion	2014	P1100	Coop	1/15/2014			74
655	x	88701R1	4M2CU29329KJ13809	Mercury	Escape-Hybrid	2009	Lease	Coop	10/1/2014			75
659	x	05101N1	1FMCU4K34BKC32653	Ford	Escape-Hybrid	2011	P1100	Coop	11/21/2013			76
681	x	52021N1	1FMCU4K38BKA38465	Ford	Escape-Hybrid	2011	P1100	Coop	8/5/2014			77
683	x	52014N1	1FMCU4K33AKA61361	Ford	Escape-Hybrid	2010	Lease	Coop	1/31/2014			78
697	x	00070U1	4T1BB46K29U073925	Toyota	Camry	2009	P1100	Coop	12/28/2016			79
698	x	13388K1	1FMCU4K38AKA68872	Ford	Escape-Hybrid	2010	Lease	Coop	9/13/2013			80
705	x	69131X1	1FMCU4K33AKC85438	Ford	Escape-Hybrid	2010	P1100	Coop	11/5/2015			81
706	x	75065H1	3FA6P0LU0DR194092	Ford	Fusion	2013	Lease	Coop	8/29/2013			82
719	x	05119N1	1FMCU4K35BKA16259	Ford	Escape-Hybrid	2011	Lease	Coop	1/22/2014			83
723	x	51043L1	3FA6P0UU1ER171324	Ford	Fusion	2014	Lease	Coop	2/25/2014			84
749	x	13665K1	1FMCU4K3XAKD01649	Ford	Escape	2010	P1100	Coop	11/13/2013			85
759	x	13536K1	1FMCU4K3XAKB01239	Ford	Escape	2010	Lease	Coop	11/14/2013			86
775	x	52017N1	3FA6P0UU3ER171311	Ford	Fusion	2014	Lease	Coop	12/4/2013			87
784	x	16235G1	1FMCU49H58KC69768	Ford	Escape	2008	Lease	Coop	1/15/2014			88
799	x	69148X1	1FMCU4K37AKD35015	Ford	Escape-Hybrid	2010	Lease	Coop	1/4/2016			89
818	x	98270Z1	1FMCU4K37AKD40814	Ford	Escape-Hybrid	2010	Lease	Coop	10/25/2016			90
821	x	13814L1	1FMCU49319KA35648	Ford	Escape-Hybrid	2009	Lease	Coop	8/19/2014			91
825	x	23443U1	1FMCU4K30AKA73242	Ford	Escape-Hybrid	2010	Lease	Coop	6/17/2016			92
830	x	21024L1	1FMCU4K37BKA92680	Ford	Escape-Hybrid	2011	Lease	Coop	11/21/2013			93
831	x	74390S1	NM0GS9E76E1170638	Ford	TransConnect	2014	P1100	Coop	12/15/2014			94
843	x	21116L1	1FMCU49309KA06917	Ford	Escape-Hybrid	2009	Lease	Coop	1/22/2014			95
845	x	51049L1	3FA6P0UU8ER171319	Ford	Fusion	2014	P1100	Coop	2/25/2014			96
886	x	02364L1	1FADP5AU7DL531105	Ford	C-Max	2013	Lease	Coop	7/12/2013			97
888	x	51040L1	3FA6P0UU0ER171315	Ford	Fusion	2014	Lease	Coop	11/27/2013			98
911	x	61957B2	1FMCU4K3XAKB24942	Ford	Escape-Hybrid	2010	Lease	Coop	10/24/2016			99
936	x	10929L1	3FA6P0UU6ER171318	Ford	Fusion	2014	Lease	Coop	1/15/2014			100
950	x	62122B2	1FMCU4K36AKB24968	Ford	Escape-Hybrid	2010	Lease	Coop	1/25/2017			102
951	x	21087L1	1FMCU4K33AKC84600	Ford	Escape-Hybrid	2010	Lease	Coop	1/31/2014			102
965	x	1.65E+05	1FMCU4K38AKC26417	Ford	Escape-Hybrid	2010	Lease	Coop	8/19/2014			103
979	x	75063H1	3FA6P0LU7DR194090	Ford	Fusion	2013	Lease	Coop	8/16/2013			104
991	x	62254B2	3FA6P0LU9DR221533	Ford	Fusion	2013	Lease	Coop	3/6/2013			105
1007	x	51199L1	1FADP5AU7DL555937	Ford	C-Max	2013	Lease	Coop	5/15/2014			106
1010	x	33032L1	1FMCU4K39AKB34992	Ford	Escape-Hybrid	2010	Lease	Coop	5/1/2014			107
1029	x	33063L1	1FMCU4K32BKB27349	Ford	Escape-Hybrid	2011	Lease	Coop	2/27/2014			108

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Vehicle No	update info	License	VIN	Make	Model	Year	Designation	Owner Type	In Service			Count
1033	x	75061H1	3FA6P0LUXDR194097	Ford	Fusion	2013	Lease	Coop	8/30/2013			109
1047	x	51187L1	1FADP5AU8DL555932	Ford	C-Max	2013	Lease	Coop	4/2/2014			110
1055	x	76682M1	1FMCU4K30AKC84599	Ford	Escape-Hybrid	2010	Lease	Coop	7/16/2014			111
1061	x	51180L1	1FADP5AU6DL555931	Ford	C-Max	2013	P1100	Coop	4/2/2014			112
1062	x	21075L1	1FMCU4K36BKC18480	Ford	Escape-Hybrid	2011	Lease	Coop	11/13/2013			113
1065	x	63756N1	1FMCU4K35BKB73953	Ford	Escape-Hybrid	2011	Lease	Coop	11/6/2015			114
1091	x	63754N1	4M2CN2K38AKJ12305	Mercury	Marquis	2010	Lease	Coop	9/1/2015			115
1127	x	23307U1	1FMCU4K3XCKB12793	Ford	Escape-Hybrid	2012	Lease	Coop	2/4/2016			116
1152	x	13682K1	1FMCU4K3XBKB00013	Ford	Escape-Hybrid	2011	Lease	Coop	11/27/2013			117
1164	x	23309U1	1FMCU4K32BKB60657	Ford	Escape-Hybrid	2011	Lease	Coop	6/15/2016			118
1179	x	33030L1	1FMCU4K34BKB34769	Ford	Escape-Hybrid	2011	Lease	Coop	2/28/2014			119
1186	x	14779P1	1FMCU4K36AKB50986	Ford	Escape-Hybrid	2010	Lease	Coop	8/5/2014			120
1203	x	63755N1	1FMCU4K3XAKB42955	Ford	Escape-Hybrid	2010	Lease	Coop	8/25/2015			121
1208	x	14539P1	1FMCU4K35CKB45278	Ford	Escape-Hybrid	2012	Lease	Coop	5/1/2014			122
1216	x	53555P1	1FMCU4K38BKB27646	Ford	Escape-Hybrid	2011	P1100	Coop	6/17/2014			123
1225	x	88700R1	4M2CN2K37BKJ00017	Mercury	Escape-Hybrid	2011	Lease	Coop	10/8/2014			124
1233	x	88703R1	1FMCU4K37BKA57525	Ford	Escape-Hybrid	2011	Lease	Coop	10/16/2014			125
1246	x	05153N1	1FMCU4K39AKB29615	Ford	Escape-Hybrid	2010	Lease	Coop	2/28/2014			126
1273	x	13813L1	1FMCU49309KB93480	Ford	Escape-Hybrid	2009	Lease	Coop	8/5/2014			127
1282	x	16274G1	4F2CZ49319KM03204	Other	Escape-Hybrid	2009	Lease	Coop	9/26/2013			128
1293	x	15788G1	1FMCU49389KB61649	Ford	Escape-Hybrid	2009	Lease	Coop	10/10/2012			129
1297	x	51182L1	1FADP5AU2DL555926	Ford	C-Max	2013	P1100	Coop	1/22/2014			130
1299	x	1.65E+05	3FADP0L36AR129693	Ford	Fusion	2010	Lease	Coop	7/22/2014			131
1313	x	88633R1	1FMCU4K39BKB34024	Ford	Escape-Hybrid	2011	Lease	Coop	10/16/2014			132
1314	x	23444U1	1FMCU4K30AKC84716	Ford	Escape-Hybrid	2010	Lease	Coop	7/19/2016			133
1316	x	76709M1	3FADP0L35CR187412	Ford	Fusion	2012	Lease	Coop	7/18/2014			134
1345	x	69132X1	1FMCU4K31AKA29914	Ford	Escape-Hybrid	2010	Lease	Coop	11/17/2015			135
1348	x	1.65E+05	1FMCU4K39BKA82782	Ford	Escape-Hybrid	2011	Lease	Coop	6/17/2014			136
1357	x	23373U1	1FMCU4K31BKC54285	Ford	Escape-Hybrid	2011	Lease	Coop	5/26/2016			137
1417	x	14017L1	1FMCU4K35CKA79251	Ford	Escape-Hybrid	2012	Lease	Coop	10/16/2014			138
1438	x	53557P1	1FMCU4K39AKB63568	Ford	Escape-Hybrid	2010	Lease	Coop	7/7/2014			139
1439	x	04513K1	1FMCU4K32BKA62762	Ford	Escape-Hybrid	2011	Lease	Coop	8/30/2013			140
1465	x	77094K1	3FA6P0LU3DR249439	Ford	Fusion	2013	Lease	Coop	10/11/2013			141
1505	x	13512K1	2D8HN44E59R546928	Dodge	Caravan	2009	Lease	Coop	5/10/2013			142
1559	x	13427K1	1FMCU4K38BKB78967	Ford	Escape-Hybrid	2011	Lease	Coop	1/22/2014			143

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Vehicle No	**update info**	**License**	**VIN**	**Make**	**Model**	**Year**	**Designation**	**Owner Type**	**In Service**			**Count**
1582	x	14780P1	1FMCU49389KA48980	Ford	Escape-Hybrid	2009	Lease	Coop	6/11/2014			144
1620	x	88632R1	1FMCU4K35BKB04941	Ford	Escape-Hybrid	2011	Lease	Coop	10/8/2014			145
R0347	x	18162H1	1FMCU4K30BKC24601	Ford	Escape-Hybrid	2011	P1100	Coop	10/10/2012		RET	146
R0531	x	05132N1	1FMCU4K33AKD07549	Ford	Escape-Hybrid	2010	Lease	Coop	8/27/2013		RET	147
XES59	x	23442U1	1FMCU4K38AKA95862	Ford	Escape-Hybrid	2010	Lease	Coop	11/14/2016			148
XES62	x	60525B2	1FMCU4K37AKD22281	Ford	Escape-Hybrid	2010	Lease	Coop	11/14/2016			149
XES64	x	98266Z1	1FMCU4K36AKB19768	Ford	Escape-Hybrid	2010	Lease	Coop	11/14/2016			150
XFU93	x	23438U1	1FMCU4K35AKD40813	Ford	Escape-Hybrid	2010	Lease	Coop	11/14/2016			151

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Veh. #	License	VIN	Model	Year	GTU OK			Count
H1117	07442V1	3FA6-P0UU-XGR-118429	Fusion	2016				1
H-512	03320K1	3FA6-P0LU-8DR-229235	Fusion	2013				2
R0009	1.66E+05	3FAD-P0L3-9AR-253120	Fusion	2010				3
R0051	21086L1	1FMC-U493-89K-A42192	Escape-Hybrid	2009				4
HOLD - R0051	51038L1	3FA6-P0UU-5ER-171309	Fusion	2014				5
R0132	80939F1	1FMCU0D74CKC45882	Escape-CNG	2012				6
R0164	80932F1	1FMCU0D77CKC18983	Escape-CNG	2012				7
R0181	31691E1	1FMCU0D78CKA36113	Escape-CNG	2012				8
R0190	80926F1	1FMCU0D73CKC18981	Escape-CNG	2012				9
R0229	21036L1	14M2CU29369KJ07124	Escape-Hybrid	2009				10
R0325	81318E1	1FMCUOD78CKC18989	Escape-CNG	2012				11
R0342	02386L1	1FAD-P5AU-6DL-531113	C-Max	2013				12
R0347	18162H1	1FMCU4K30BKC24601	Escape-Hybrid	2011	Y			13
R0373	81285E1	1FMCU0D79CKC18967	Escape-CNG	2012				14
R0436	03318K1	3FA6-P0LU-6DR-229234	Fusion	2013				15
R0444	80929F1	1FMCU0D78CKC45884	Escape-CNG	2012				16
R0470	77222H1	1FADP5AU1DL523159	C-Max	2013				17
R0483	81277E1	1FMCU0D73CKC18995	Escape-CNG	2012				18
R0489	16051G1	1FMC-U493-59K-C19989	Escape-Hybrid	2009				19
R0493	05102N1	1FMCU4K33BKB35444	Escape-Hybrid	2011				20
R0500	51045L1	3FA6-P0UU-4ER-171320	Fusion	2014				21
R0501	88302P1	3FA6-P0UU-7ER-212930	Fusion	2014				22
R0509	51041L1	3FA6P0UU6ER171321	Fusion	2014	Y			23
R0519	88277P1	3FA6P0UU8ER187259	Fusion	2014	Y			24
R0520	165000	1FMCU4K32AKB03468	Escape-Hybrid	2010	Y			25

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Veh. #	License	VIN	Model	Year	GTU OK			Count	
R0528	30666S1	1FMC-U4K3-0AK-C97224	Fusion	2014				26	
R0531	05132N1	1FMC-U4K3-3AK-D07549	Escape-Hybrid	2010				27	
R0544	75066H1	3FA6P0LU2DR194093	Fusion	2013				28	
R0550	72218H1	3FA6-P0LU-1DR-194084	Fusion	2013				29	
R0553	75064H1	3FA6-P0LU-9DR-194091	Fusion	2013				30	
R0571	14774P1	1FMCU4K37AKC78489	Escape-Hybrid	2010				31	
R0571	14774P1	1FMCU4K37AKC78489	Escape-Hybrid	2010	Y			32	
R0575	51197L1	1FAD-P5AU-0DL-555942	C-Max	2013				33	
R0579	44641L1	1FMCU4K38BKC63808	Escape-Hybrid	2011	Y			34	
R0582	15747G1	1FMC-U4K3-2AK-D21586	Escape-Hybrid	2010				35	
R0602	16018G1	1FMCU49H98KC90669	Escape-Hybrid	2008				36	
HOLD - R0602	1.66E+05	3FAD-P0L3-4CR-286397	Fusion	2012				37	
R0619	21127L1	1FMCU4K32AKD01659	Escape-Hybrid	2010	Y			38	
R0627 - 1	81319E1	1FMCU0D76CKC18988	Escape-CNG	2012				39	
R0627 - 2	21144L1	1FMCU49359KC19992	Escape-Hybrid	2009				40	
R0633	80933F1	1FMCU0D79CKC18984	Escape-CNG	2012				41	
R0636	75444G1	1FMCU59399KC21430	Escape-Hybrid	2009				42	
R0638	75229G1	1FMC-U4K3-XAK-B95722		2010				43	
R0641	14848Z1	3FA6-P0LU-2DR-229229	Fusion	2013				44	
R0655	81278E1	1FMCU0D7XCKC18993	Escape-CNG	2012				45	
R0681	13386K1	4M2CU293X9KJ21625	Escape-Hybrid	2009	Y			46	
R0683	80934F1	1FMCU0D70CKC18985	Escape-CNG	2012				47	
R0705	13312K1	4F2CZ49H18KM17064	Escape-Hybrid	2008	Y			48	
R0711	77095K1	3FA6-P0LU-XDR-249440	Fusion	2013				49	
R0767	81316E1	1FMCU0D74CKC18990	Escape-CNG	2012				50	

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Vehicles for sale, April 7, 2017									
Veh. #	License	VIN	Model	Year	GTU OK			Count	
R0778	80931F1	1FMCU0D71CKC18980	Escape-CNG	2012				51	
R0812	81288E1	1FMCU0D75CKC18965	Escape-CNG	2012				52	
R0950	81320E1	1FMCUOD76CKC18991	Escape-CNG	2012				53	
R0965	81286E1	1FMCU0D77CKC18966	Escape-CNG	2012				54	
R0987	80928F1	1FMCU0D74CKC18987	Escape-CNG	2012				55	
R1082	81279E1	1FMCU0D75CKC18996	Escape-CNG	2012				56	
R1091	81284E1	1FMCU0D71CKC18994	Escape-CNG	2012				57	
R1155	81317E1	1FMCU0D75CKC18982	Escape-CNG	2012				58	
R1203	81283E1	1FMCU0D78CKC18992	Escape-CNG	2012				59	
R1255	81287E1	1FMCUOD72CKC18969	Escape-CNG	2012				60	
R1297	80927F1	1FMCU0D76CKC45883	Escape-CNG	2012				61	
R1345	80930F1	1FMCU0D72CKC18986	Escape-CNG	2012				62	
R1389	81282E1	1FMCU0D70CKC18968	Escape-CNG	2012				63	
R1450	52019N1	1FMC-U4K3-1BK-B35507	Escape-Hybrid	2011				64	
R2705	10040F1	3FADP0L30CR248987	Fusion	2012				65	
R2706	16240G1	3FADP0L30AR405270	Fusion	2010				66	
R2709	21152L1	1FMCU4K37CKB21516	Escape-Hybrid	2012				67	
R2711	52010N1	1FMC-U4K3-1BK-C68476	Escape-Hybrid	2011	Junk			68	
R2713	07884F1	3FADP0L35CR238942	Fusion	2012				69	
R2715	81232E1	3FADP0L34CR284746	Fusion	2012				70	
R2718	07887F1	3FADP0L35CR248998	Fusion	2012				71	
R2728	16308G1	3FADP0L36BR174070	Fusion	2011				72	
R2730	81242E1	3FADP0L3XCR284735	Fusion	2012				73	
R2731	81225E1	3FADP0L38CR284751	Fusion	2012				74	
R2733	81238E1	3FADP0L35CR284741	Fusion	2012				75	
R2735	07867F1	3FADP0L34CR248989	Fusion	2012				76	

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Veh. #	License	VIN	Model	Year	GTU OK			Count	
R2736	07877F1	3FADP0L35CR249004	Fusion	2012				77	
R2737	75183G1	3FADP0L31CR284753	Fusion	2012				78	
R2740	52003N1	3FADP0L39AR213832	Fusion	2010				79	
R2742	52005N1	3FADP0L34CR262987	Fusion	2012				80	
R2745	16237G1	3FADP0L34AR390210	Fusion	2010				81	
R2746	13406K1	3FADP0L3XAR411898	Fusion	2010				82	
R2751	16309G1	3FADP0L38AR361843	Fusion	2010				83	
R2752	16310G1	3FAD-P0L3-6AR-356799	Fusion	2010				84	
R2757	81245E1	3FADP0L37CR284739	Fusion	2012				85	
R2760	16311G1	3FADP0L35AR356714	Fusion	2010				86	
R2761	13318K1	3FADP0L33AR430356	Fusion	2010				87	
R2762	81241E1	3FADP0L38CR284734	Fusion	2012				88	
R2767	81246E1	3FADP0L33CR284737	Fusion	2012				89	
R2772	81312E1	3FADP0L33CR284754	Fusion	2012				90	
R2773	07871F1	3FADP0L36CR248993	Fusion	2012				91	
R2775	07864F1	3FADP0L31CR248996	Fusion	2012				92	
R2777	13317K1	3FADP0L31BR134995	Fusion	2011				93	
R2778	07865F1	3FADP0L34CR249009	Fusion	2012				94	
R2781	16181G1	3FADP0L31AR395784	Fusion	2010				95	
R2801	07870F1	3FADP0L3XCR248995	Fusion	2012				96	
R2802	81226E1	3FADP0L36CR284750	Fusion	2012				97	
R5001	52018N1	1FMC-U4K3-0AK-C97224	Escape-Hybrid	2010				98	
R5003	15736G1	1FMC-U4K3-6AK-D01664	Escape-Hybrid	2010				99	
R5005	15759G1	1FMC-U493-89K-C19999	Escape	2009				100	
R5007	40893H1	3FAD-P0L3-3AR-361961	Fusion	2010				101	
R5039	40895H1	3FAD-P0L3-1AR-367743	Fusion	2010				102	
R5042	15813G1	4M2C-U293-X9K-J07899	Escape-Hybrid	2009				103	

Yellow Cab Cooperative									
Vehicles for sale, April 7, 2017									
Veh. #	**License**	**VIN**	**Model**	**Year**	**GTU OK**			**Count**	
R5047	16225G1	3FAD-P0L3-1AR-430355	Fusion	2010				104	
R5053	14107P1	3FAD-P0L3-0AR-417063	Fusion	2010				105	
R5060	44830L1	1FMC-U4K3-3AK-A13648	Escape-Hybrid	2010				106	
R5069	13664K1	1FMC-U4K3-6BK-B35535	Escape-Hybrid	2011				107	
R5081	85275S1	3FAD-P0L3-XCR-207122	Fusion	2012				108	
R5083	51184L1	1FAD-P5AU-0DL-555925	C-Max	2013				109	
R5084	51183L1	1FAD-P5AU-4DL-555927	C-Max	2013				110	
R5086	21139L1	3FAD-P0L3-3CR-177672	Fusion	2012				111	
R5088	51185L1	1FAD-P5AU-8DL-555929	C-Max	2013				112	
R5090	51352L1	1FAD-P5AU-9DL-555938	C-Max	2013				113	
R5095	51350L1	1FAD-P5AU-5DL-555936	C-Max	2013				114	
R5096	51181L1	1FAD-P5AU-4DL-555930	C-Max	2013				115	
R5100	32837L1	1FMC-U4K3-9BK-B04425	Escape-Hybrid	2011				116	
R5110	14778P1	1FMC-U493-29K-C04401	Escape-Hybrid	2009				117	
R5121	166150	3FAD-P0L3-9AR-253117	Fusion	2010				118	
R5126	53558P1	1FMC-U4K3-2AK-C89691	Escape-Hybrid	2010				119	
R5136	13713L1	3FAD-P0L3-9BR-312569	Fusion	2011				120	

Yellow Cab Cooperative
Vehicles for sale, April 7, 2017

Count	Medallion #	License	VIN	Make	Model	Vehicle Year
1	2701	13408K1	3FADP0L39BR135053	Ford	Fusion	2011
2	2702	77213H1	3FA6P0LU7DR221532	Ford	Fusion	2013
3	2704	8.12E+05	3FADP0L3XCR284749	Ford	Fusion	2012
4	2707	75214G1	3FADP0L35CR284755	Ford	Fusion	2012
5	2708	07872F1	3FADP0L33CR248997	Ford	Fusion	2012
6	2710	52004N1	3FADP0L30CR249007	Ford	Fusion	2012
7	2711	75074H1	3FADP0L35AR356101	Ford	Fusion	2010
8	2712	02385L1	1FADP5AU9DL534202	Ford	C-Max	2013
9	2714	11695F1	3FADP0L38CR262989	Ford	Fusion	2012
10	2716	77220H1	3FA6P0LU1DR221526	Ford	Fusion	2013
11	2717	03316K1	3FA6P0LU1DR249438	Ford	Fusion	2013
12	2719	03314K1	3FA6P0LU4DR249434	Ford	Fusion	2013
13	2720	21125L1	3FADP0L32AR405125	Ford	Fusion	2010
14	2721	09998F1	3FADP0L38CR248994	Ford	Fusion	2012
15	2722	07883F1	3FADP0L37CR238943	Ford	Fusion	2012
16	2723	8.12E+05	3FADP0L32CR284731	Ford	Fusion	2012
17	2724	52015N1	3FADP0L39AR291124	Ford	Fusion	2010
18	2726	8.12E+05	3FADP0L31CR284736	Ford	Fusion	2012
19	2727	02388L1	1FADP5AU3DL532123	Ford	C-Max	2013
20	2732	8.12E+05	3FADP0L38CR284748	Ford	Fusion	2012
21	2734	77217H1	3FA6P0LU7DR221529	Ford	Fusion	2013
22	2739	77211H1	1FADP5AUXDL523158	Ford	C-Max	2013
23	2741	03305K1	3FA6P0LU3DR229238	Ford	Fusion	2013
24	2747	8.12E+05	3FADP0L30CR284744	Ford	Fusion	2012
25	2750	13316K1	3FADP0L32AR298285	Ford	Fusion	2010
26	2754	21142L1	3FADP0L34AR405126	Ford	Fusion	2010
27	2759	8.12E+05	3FADP0L36CR284733	Ford	Fusion	2012
28	2763	13407K1	3FADP0L38BR282075	Ford	Fusion	2011
29	2764	8.12E+05	3FADP0L32CR284745	Ford	Fusion	2012

Yellow Cab Cooperative
Vehicles for sale, April 7, 2017

Count	Medallion #	License	VIN	Make	Model	Vehicle Year
30	2765	8.12E+05	3FADP0L37CR284742	Ford	Fusion	2012
31	2770	13530K1	3FADP0L39AR430359	Ford	Fusion	2010
32	2774	8.12E+05	3FADP0L35CR284738	Ford	Fusion	2012
33	2776	10039F1	3FADP0L32CR248988	Ford	Fusion	2012
34	2779	8.12E+05	3FADP0L36CR284747	Ford	Fusion	2012
35	2780	07869F1	3FADP0L32CR248991	Ford	Fusion	2012
36	2804	8.12E+05	3FADP0L3XCR284752	Ford	Fusion	2012
37	2805	40894H1	3FADP0L30AR291237	Ford	Fusion	2010
38	2807	14108P1	3FADP0L32CR341316	Ford	Fusion	2012
39	2808	21128L1	3FADP0L32AR170743	Ford	Fusion	2010
40	2822	21141L1	3FADP0L33AR206231	Ford	Fusion	2010
41	2833	8.12E+05	3FADP0L39CR284743	Ford	Fusion	2012

Yellow Cab Cooperative
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Count	Vehicle#	License	VIN	Make	Model	Vehicle Year	Description
1	2102	24804D1	1FMCU4K30BKC53712	Ford	Escape-Hybrid	2011	Black escape
2	2103	7M53860	1FTRF17283NB70486	Ford	Pickup	2003	garage truck
3	2104	7U13288	1FTNX21S53ED13100	Ford	Pickup	2003	scrap truck
4	2105	5DUY085	15266486	Ford	Other	1948	Elegant beauty
5	2106	8H71361	2FTRF17Z8YCA53159	Ford	Pickup	2000	YCC service truck
6	2107	8U68894	1FMCU49H08KB80044	Ford	Escape	2008	white escape
7	2109	32230C1	1FMCU4K35CKB07436	Ford	Escape-Hybrid	2012	radio shop

SCHEDULE 2.2
EXCLUDED ASSETS

1. All claims or causes of action belonging to the Estate, including without limitation, those arising under Sections 544 through 552 of the Bankruptcy Code and all proceeds thereof.

2. Corporate and financial books and records of YCC, including YCC's organization documents, minute and stock record books, tax returns, checkbook, cancelled checks, provided that upon request, Buyer may have reasonable access to such books and records and the opportunity to make copies thereof. Seller will retain a copy of the records of accounts receivable and payable.

3. Rights of YCC under Contracts not included within the Designated Leases and Executory Contracts.

4. All documents and personnel records of YCC's employees that YCC is required by law to retain and is prohibited by law from providing a copy thereof to Buyer.

5. All membership interests or other equity interests issued by YCC.

6. All prior and current Insurance Policies of YCC, and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries.

7. All deposits or prepaid amounts funded by YCC.

8. All Employee Benefit Plans (including all assets, trusts, insurance policies and administration service contracts related thereto) that are not assumed by Buyer.

9. All claims that the Seller or YCC may have against any Person solely with respect to any Excluded Assets or any Excluded Liabilities.

10. YCC's cash on hand or in bank or other depository accounts, money market funds and other liquid investments, the Good Faith Deposit, and any proceeds of Excluded Assets.

11. All accounts receivable, notes, evidences of indebtedness of any kind, from third parties arising from the conduct of the Business, whether or not in the ordinary course of business, together with any unpaid financing charges thereon, and all amounts which have been earned by YCC but which have not yet been invoiced.

12. Any asset of YCC that otherwise would constitute a Purchased Asset but for the fact that it is sold or disposed of in the ordinary course of YCC's business during the time from the Agreement date until the Closing Date.

13. All vehicles which are subject to a security interest in favor of Ford Motor Credit Company.

14. FCC Licenses: RX 152.315, TX 157.575; RX 152.435, TX 157.695

15. Any and all assets owned by Tire Sales, including the following:
   a. 100 tires mounted on backup taxis located at the Facility;
   b. 2 tire changers;
   c. 1 tire balancing machine;
   d. 1 1985 Ford Econoline Van, CA License Plate 6Y14035;
   e. 2 tire racks;
   f. 200 (approximately) new and used tires;
   g. 50 (approximately) junked tires awaiting disposal;
   h. Miscellaneous tire tools; and
   i. 1200 tires mounted on the vehicles.

16. The remaining vehicles not included on Schedule 2.1.

17. The contract under which YCC provides taxi services to disabled individuals, referred to as the "TransDev Contract."

SCHEDULE 2.3
ASSUMED LIABILITIES

1. All Liabilities arising from the ownership of the Acquired Assets after the Closing Date.

2. All Liabilities of YCC arising under the Designated Leases and Executory Contracts to the extent that such Liabilities first accrue on or after the Closing Date, and all obligations to demonstrate adequate assurance of future performance required by the Bankruptcy Court under 365(b)(1)(C) of the Bankruptcy Code.

3. All Liabilities and obligations of YCC arising under Permits or intellectual property rights of YCC, accruing from and after the Closing Date.

4. All Liabilities for trade payables arising out of the conduct of the Business in the ordinary course after the Closing Date, unless otherwise paid.

EXHIBIT A

Sale Order

(To be attached)